

THIS ORDER IS
APPROVED.



TIFFANY & BOSCO
P.A.

Dated: July 07, 2010

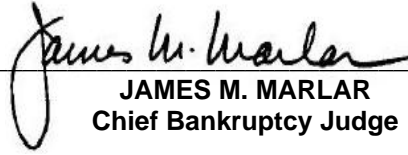
2525 EAST CAMELBACK ROAD

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JAMES M. MARLAR
Chief Bankruptcy Judge

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Attorneys for Movant

10-14214

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 4:10-bk-15892-JMM

Randy C. Elstad and Barbara R. Smerekanich-
Elstad

Chapter 7

Debtors.

ORDER

US Bank National Association as Trustee by its
Attorney in fact Wells Fargo Bank, N.A.

(Related to Docket #8)

Movant,

vs.

Randy C. Elstad and Barbara R. Smerekanich-
Elstad, Debtors, Stanley J. Kartchner, Trustee.

Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated September 12, 2005 and recorded in the office of
3 the Pima County Recorder wherein US Bank National Association as Trustee by its Attorney in fact
4 Wells Fargo Bank, N.A. is the current beneficiary and Randy C. Elstad and Barbara R. Smerekanich-
5 Elstad have an interest in, further described as:

6 Lot 119, of HORIZON HILLS according to the Map recorded in Book 26 of Maps, Page 28,
7 records of Pima County, Arizona and as amended by Declaration of Scriveners Error recorded
in Docket 4784, Page 789, Docket 4799, Page 641 and in Docket 6955, Page 846

8 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
14 to which the Debtor may convert.
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